

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
KNOXVILLE DIVISION

[REDACTED] Plaintiff, }
v. }
[REDACTED] }
AMERICAN AIRLINES, INC., }
Defendant. }
}

CASE NO.:
JURY TRIAL DEMANDED

COMPLAINT

COMES NOW the plaintiff, [REDACTED] "Plaintiff" or "Ms. Parish"), by and through her undersigned counsel, Law Office of James W. Friauf, PLLC; and, for her Complaint against the defendant, American Airlines, Inc. ("Defendant" or "American"), avers as follows:

I. NATURE OF THE CASE

1. This is a sexual assault case.
2. Plaintiff entrusted American to safely fly her home after a business trip to Europe.
3. With no concern for its passengers, American blatantly overserved alcohol to an increasingly and obviously-intoxicated passenger.
4. When the passenger began acting belligerently, Plaintiff verbally alerted American's flight crew of the situation and requested assistance. She was ignored. Instead, American continued to overserve alcohol to the intoxicated passenger.
5. The foregoing grossly negligent actions by American directly and proximately resulted in Plaintiff being sexually violated by the intoxicated passenger.

6. Plaintiff's appalling ordeal has become all too common in the airline industry. American knew or should have known its actions could lead to the harm of a fellow passenger including, but not limited to, a sexual assault. Nevertheless, American failed to protect Plaintiff.

II. **PARTIES**

7. Plaintiff re-alleges and incorporates by reference each and every averment set forth in paragraphs 1-6 herein, inclusive.

8. Plaintiff [REDACTED] is a resident citizen of the State of Texas.

9. Defendant American is a Delaware for-profit corporation with its principal place of business in Fort Worth, Texas. At all times material to the averments set forth herein, American was engaged in the transportation industry and regularly transacted (and continues to regularly transact) business in the State of Tennessee, County of Blount. Service of process may be perfected via American's registered agent, CT Corporation System, at 300 Montvue Road, Knoxville, Tennessee 37919.

III. **JURISDICTION AND VENUE**

10. Plaintiff re-alleges and incorporates by reference each and every averment set forth in paragraphs 1-9 herein, inclusive.

11. This action arises from American's negligence in overserving alcohol to an airline passenger in violation of Federal Aviation Administration ("FAA") regulations, 14 C.F.R. § 121.575(b)(1) (2018). Accordingly, the Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1331.

12. The Court has *in personam* jurisdiction in this matter. American maintains "minimum contacts" with the State of Tennessee sufficient to confer "general jurisdiction" to this Court. Specifically, American operates daily flights to and from McGhee-Tyson Airport in Blount County, Tennessee. Such activity constitutes "continuous and systematic" contacts with the State of Tennessee.

13. Venue is proper in this action pursuant to 28 U.S.C. § 1392(b)(1), in that American “resides”: (1) in the State of Tennessee; and (2) within the Court’s jurisdictional boundaries. Id. at §§ (c)(2) and (d).

IV. FACTUAL ALLEGATIONS

14. Plaintiff re-alleges and incorporates by reference each and every averment set forth in paragraphs 1-13 herein, inclusive.

15. On or about November 9, 2018, Plaintiff boarded American Flight Number 79 (“Flight #79”), departing from London Heathrow Airport destined for Dallas/Fort Worth International Airport. Plaintiff was assigned Seat 16A.

16. Plaintiff was traveling alone.

17. Plaintiff was assigned a window seat next to Seat 16B, an aisle seat.

18. At the time Plaintiff boarded Flight #79, Matthew Prew (“Prew”) was already seated in 16B. Seat 16B is an exit row

19. After Plaintiff boarded Flight #79, she and Prew made casual conversation.

20. Prew gave no indication of intoxication at the time.

21. Not long after their conversation began, Prew stated he was traveling to Dallas, Texas, for a conference and that he “liked to get drunk in Dallas”.

22. During the course of Plaintiff and Prew’s conversation, Plaintiff made a telephone call to her husband. While Plaintiff was speaking with her husband, she passed along Prew’s request for a recommendation of a “good honky tonk where folks drink” in Dallas. Plaintiff’s husband identified an establishment named “Billy Bob’s” as a possible entertainment venue. Plaintiff passed the name of this establishment to Prew.

23. During the course of their conversation, Prew identified one of his associates with whom he was traveling by the name of “Oliver”.

24. Prew then began detailing certain of his and Oliver's exploits to Plaintiff, including that they "drank up to 25 beers a day" and had "woken up in the same bed" after a night of heavy drinking.

25. Plaintiff was off put by Prew's statements but attempted to remain cordial.

26. Shortly thereafter, American's flight crew began to serve Prew alcohol, sometimes up to three (3) alcoholic beverages at one time.

27. Soon after Prew began drinking, his conversation with Plaintiff devolved into lewdness.

28. As part of his lewd conduct and in response to Plaintiff consuming a container of milk, Prew announced to Oliver (and other passengers), "Hey look, she just milked herself and is going to drink it" ..

29. At the point Prew began making the aforementioned offensive comments, Plaintiff began to feel uncomfortable and attempted to disengage Prew.

30. Despite his increasingly obnoxious and obviously alcohol-fueled behavior, American's flight crew continued to serve Prew copious amounts of alcohol. Upon information and belief, American served Prew alcohol on (at least) three (3) additional consecutive occasions.

31. Plaintiff also observed Prew and "Oliver" venture to the rear of the aircraft and procure more alcohol.

32. At one point, Plaintiff approached the lavatory, which was also at the rear of the aircraft.

33. While Plaintiff was at the rear of the aircraft, she observed Prew gyrating his pelvis and otherwise making lewd gestures in her vicinity.

34. During the time she was at the rear of the aircraft to stretch and use the lavatory, Plaintiff observed that Prew and Oliver continued to act in a boisterous and obnoxious manner.

35. Plaintiff also observed Prew lean up against the aircraft's "hatch", including the lever utilized to open the door at the rear of the aircraft. In response, Plaintiff admonished Prew not to do this, as he could inadvertently cause the aircraft door to open mid-flight.

36. Thereafter, Prew and Oliver returned to their seats, giggling and holding alcoholic beverages.

37. Prew informed Plaintiff he had spilled wine on a flight attendant while trying to hug her; and, the flight crew instructed Prew and Oliver to return to their seats because they were making too much noise and had awoken flight crew members who were resting. Prew also stated he and Oliver had been banned from the rear of the aircraft due to their behavior.

38. Prew then informed Plaintiff that a flight attendant had invited him to have “sex party” with her in the rear of the aircraft and inquired as to Plaintiff’s opinion as to whether he should go, stating “how do you feel about it?” Plaintiff responded, “I think you’ve had too much to drink, and you should probably stop talking like that or someone will hear you.”

39. Recognizing there was a problem with Prew’s drunken behavior, Plaintiff discreetly returned to the rear of the aircraft and secured the attention of a flight attendant. Plaintiff requested Prew not be served any additional alcohol because he was becoming inebriated and obnoxious. The flight crew member responded she would alert the other flight attendants to the issue; however, she did not appear to take the issue with seriousness because Prew was enjoying himself.

40. Shortly after Plaintiff returned to her seat, a flight attendant resumed drink service and asked Prew if he wanted additional alcohol. Prew responded, “What do you think I should have?” “What do you recommend?” The flight attendant responded, “Well, if you promise to behave yourself and not spill it on us and keep it in your hand, mouth, or stomach, I recommend the red wine! Prew responded, “Then that’s what I’ll have!”. The flight attendant then poured Prew a glass of wine.

41. In response, Plaintiff conveyed a shocked look to the flight attendant.

42. Plaintiff observed that Prew was having difficulty holding the glass of wine; and, as a result, kept repositioning his hands on the glass. Plaintiff admonished Prew to “keep that red wine to [himself] as

[Plaintiff] did not want [Prew] to spill it on [Plaintiff]. Plaintiff further offered to help Prew pour the wine into an empty water bottle so he would be able to more easily hold it.

43. Despite Plaintiff's repeated pleas to the flight crew to discontinue serving Prew alcohol, Plaintiff observed American continue to serve Prew wine, beer, and gin-and-tonic cocktails.

44. At one point during the flight, Plaintiff reached into her handbag for a tea bag. While Plaintiff reached for her tea bag, Prew announced that Plaintiff was "getting a condom" so he and Plaintiff could "have sex in the lavatory".

45. Later, Plaintiff reached into her handbag again, and Prew announced loudly, "hey everyone, look; she's getting a condom from her bag because she and I are going to go have sex in the lavatory!" Plaintiff was shocked by and humiliated as a result of Prew's conduct.

46. Plaintiff sharply responded, "don't talk to me like that!"

47. Plaintiff then arose from her seat, approached the first-class section of the aircraft; and, again, complained to American's flight crew about Prew's sexually-harassing conduct.

48. Upon approaching the first flight attendant with whom she made contact, American admonished Plaintiff she could not "cross classes".

49. Plaintiff retorted, "I am crossing classes to tell you that another passenger who I already reported was drunk continues to be served alcohol after I said he should be cut off because he was becoming annoying and insulting; it is a problem."

50. The flight attendant responded she would "let the others (flight attendants) know".

51. Plaintiff also reported Prew's sexual harassment to the flight crew in the middle galley of the aircraft.

52. After alerting the middle galley flight crew, Plaintiff also reported to the flight crew in the back galley that Prew was making lewd comments about having sex with Plaintiff in the lavatory and renewed her request that American discontinue serving Prew alcohol.

53. One of the flight attendants responded, "I know his type. He is probably done. Go back to your seat, and he will probably settle down and go to sleep."

54. Plaintiff returned to her seat and pretended to watch a movie in an attempt to ignore Prew.

55. After Plaintiff returned to her seat, Prew repeatedly rubbed Plaintiff's shoulder and tried to make conversation with her.

56. In response, Plaintiff dramatically "paused the movie" in an attempt to make obvious to Prew she did not appreciate his inappropriate touching and continued interaction with her.

57. At one point, Prew became frustrated with the earphones supplied to him in the Premium Economy seat and broke the wire. Plaintiff admonished Prew he should report what he had done. Prew acted indifferent and did not do so.

58. After it became obvious Plaintiff's attempt to "watch a movie" was not deterring Prew, Plaintiff pretended to be asleep, with the hope Prew would fall asleep in response.

59. After Plaintiff had pretended to be asleep for a few minutes, Prew took a blanket from his bag and placed it over Plaintiff, which made Plaintiff extremely uncomfortable.

60. Prew then placed his head on Plaintiff's chest and grasped Plaintiff's arm.

61. Plaintiff nudged Prew off of her body, mistakenly believing Prew may have been moving while sleeping.

62. In response, Prew opened his eyes and asked Plaintiff, "have we had sex yet" and "is it time to do it?" Plaintiff retorted, "no and it's not happening." Plaintiff requested Prew place a pillow between Prew and Plaintiff. Prew ignored this request.

63. Prew then closed his eyes again, pretending to be asleep. Soon, he was lying on Plaintiff again. On this occasion, however, Prew's left hand went under the blanket, and he began rubbing Plaintiff's thigh.

64. Plaintiff redirected Prew's hand. In response, Prew made similar commentary to Plaintiff about whether the parties had engaged in sex and whether it was time to do so.

65. Thereafter, Prew also rubbed his right hand on Plaintiff's arm and repeatedly groped Plaintiff's thigh.

66. After Plaintiff had pushed Prew's hand away from her thigh three (3) times, Plaintiff attempted to get Oliver's attention to assist her with Prew and his groping of her.

67. Oliver responded by tapping on the shoulder of a fellow travelling companion and then went back to sleep.

68. Exasperated, Plaintiff: (1) turned on the reading light; (2) opened the window shade; and (3) shoved Prew off of her once more.

69. As Plaintiff arose from her seat to escape, Prew grabbed Plaintiff's arms and exclaimed, "Don't divorce me! Please don't divorce me!" Prew then forcefully restrained and struggled with Plaintiff for several minutes before Plaintiff was able to break free of Prew's grasp.

70. When, Plaintiff was able to break loose from Prew's grasp, she went to an adjacent lavatory to compose herself.

71. As Plaintiff exited the lavatory, she observed Prew returning to his seat from the rear of the aircraft carrying one glass of wine in each hand.

72. Plaintiff was furious.

73. Plaintiff, once again, approached the rear of the aircraft where flight attendants were serving alcohol and stated, "Are you kidding me?! I've asked you multiple time to stop serving him; he is groping me!!"

Plaintiff indicated to one of the flight attendants where on her body Prew groped her. Plaintiff made clear to the flight crew she was furious at their conduct in continuing to serve alcohol to the obviously-intoxicated Prew.

74. Plaintiff demanded to know who was “in charge” of the flight.

75. One of the flight attendants responded it was “Lynne” and that they would “get her”.

76. American responded to Plaintiff’s complaint that it had nowhere else in first class or business class to relocate Plaintiff, but that Plaintiff could relocate to the rear of economy class.

77. Plaintiff protested, stating, “I’m the one who is going to have to move?!”

78. Despite her obvious displeasure with American’s response to her complaints, in an attempt to avoid being further sexually assaulted by Prew, Plaintiff relocated to the rear of the aircraft.

79. After landing, and while Plaintiff was deplaning, she overheard one of the flight attendants state “they” could be “in trouble for overserving [Prew]”.

80. During the investigation of this assault, an agent for American advised that, based upon the class in which Prew was sitting on Flight #79, American did not charge for alcohol or keep records of how much alcohol it served to its passengers. The agent also admitted American’s flight crew was aware that, at the time it continued to serve Prew copious amounts of alcohol, Prew was acting in a “boisterous” and “obnoxious” manner.

81. Plaintiff was embarrassed and humiliated by Prew’s sexual assault and American’s grossly negligent and reckless actions that directly and proximately caused the same.

82. Plaintiff, who regularly utilizes air travel in the course of her employment, now has extreme anxiety when flying as a direct and proximate result of American’s actions that directly and proximately lead to the groping.

V. CAUSES OF ACTION

Negligence

83. Plaintiff re-alleges and incorporates by reference each averment set forth in paragraphs 1-82 herein, inclusive.

84. Pursuant to 14 C.F.R. § 121.575, airlines have a duty not to "serve any alcoholic beverage to any person aboard any of its aircraft who . . . [a]ppears to be intoxicated . . ." *Id.* at §§ (b)(1).

85. Pursuant to Sixth Circuit precedent, American owed Plaintiff the foregoing duty not to serve her assailant alcoholic beverages when it knew or, through the exercise of reasonable diligence, should have known, that her assailant was intoxicated. *Chumney v. Nixon*, 615 F.2d 389 (6th Cir. 1980). Defendant blatantly disregarded its duty.

86. Defendant breached its duty to Plaintiff by serving alcoholic beverages to an already obviously-intoxicated Prew, without regard to the safety and well-being of the other passengers on the aircraft, including Plaintiff.

87. As a direct and proximate result of Defendant's breach of its duty owed to Plaintiff, Plaintiff has suffered injuries and damages and is entitled to the relief set forth more fully herein.

VI. DAMAGES

88. Plaintiff re-alleges and incorporates by reference each averment set forth in paragraphs 1-87 herein, inclusive.

89. As a direct and proximate result of each of the foregoing acts, conduct, and violations of the law as alleged herein, Plaintiff has suffered damages in an amount and according to proof, including, without limitation, physical and mental pain and suffering, embarrassment, humiliation, inconvenience, and other incidental and consequential damages.

90. Plaintiff seeks an award of punitive damages against Defendant as its actions were in reckless disregard for the duties it owed Plaintiff.

91. Plaintiff seeks an award of pre- and post-judgment interest as permitted by law.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

1. Compensatory damages in an amount to be awarded by a jury, not less than ONE MILLION DOLLARS AND 00/100 (\$1,000,000.00).
2. Punitive damages in an amount to be awarded by a jury, not less than FIVE MILLION DOLLARS AND 00/100 (\$5,000,000.00).
3. Incidental and/or consequential damages in an amount to be determined by a jury.
4. Any and all further relief this Honorable Court deems just and appropriate.

Respectfully submitted this 21st day of April, 2019.



By: /s/ James W. Friauf
James W. Friauf (#027238)
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Our File No. 18-258-INJ

Attorney for Plaintiff,

Case 4:19-cv-00653-A Document 1-1 Filed 04/21/19 Page 1 of 1 PageID 12

JS 44 (Rev. 08/18)

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff N/A - Texas
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
Law Office of James W. Friauf, PLLC
9724 Kingston Pike, Suit 104, Knoxville, Tennessee 37922
Tele: 865.236.0347

DEFENDANTS

American Airlines, Inc.

County of Residence of First Listed Defendant Blount
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Unknown

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input checked="" type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability		<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud		<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending Act		<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage		<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability		<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability			<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury			<input type="checkbox"/> 485 Telephone Consumer Protection Act
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice			<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 850 Securities/Commodities/Exchange
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 440 Other Civil Rights	Habeas Corpus:	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 896 Arbitration
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	Other:		<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
	<input type="checkbox"/> 448 Education	<input type="checkbox"/> 540 Mandamus & Other		<input type="checkbox"/> 950 Constitutionality of State Statutes
		<input type="checkbox"/> 550 Civil Rights		
		<input type="checkbox"/> 555 Prison Condition		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		
		IMMIGRATION	FEDERAL TAX SUITS	
		<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
		<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

V. ORIGIN (Place an "X" in One Box Only)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District (specify) _____	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File
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Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
14 CFR 121.575(b)(1)

VI. CAUSE OF ACTION

Brief description of cause:
Sexual assault of airline passenger resulting from airline overserving alcohol to another passenger

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION
UNDER RULE 23, F.R.Cv.P. DEMAND \$ 6000000 CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE 04/21/19 SIGNATURE OF ATTORNEY OF RECORD
/ James Friauf

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

UNITED STATES DISTRICT COURT
for the

██
Plaintiff)
v.) Civil Action No.
AMERICAN AIRLINES, INC.)
Defendant)

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: American Airlines, Inc. c/o C T Corporation System, registered agent

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days *(give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States)* from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 04/21/19

s/ James Friauf

Signature of the attorney or unrepresented party

James Friauf

Printed name

9724 Kingston Pike, Suite 104
Knoxville, Tennessee 37922

Address

james@friauflaw.com

E-mail address

865.236.0347

Telephone number

UNITED STATES DISTRICT COURT
for the

[REDACTED]

Plaintiff)
v.) Civil Action No.
AMERICAN AIRLINES, INC.)

Defendant)

WAIVER OF THE SERVICE OF SUMMONS

To: American Airlines, Inc. c/o C T Corporation System
(*Name of the plaintiff's attorney or unrepresented plaintiff*)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from April 22, 2019, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Signature of the attorney or unrepresented party

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.